

EXHIBIT A

SUPERIOR COURT OF THE STATE OF NEW JERSEY
BERGEN COUNTY

-----X
JUSTIN GRAVES,

Plaintiff,

- against -

MIDLAND CREDIT MANAGEMENT, INC.

Defendant.
-----X

CASE NO. **BER-L-007822-19**

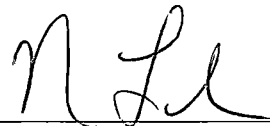
SUMMONS

Plaintiff designates the County of Bergen
as the place for trial.

To the above-named Defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's attorneys within thirty-five (35) days after the service of this summons, exclusive of the day of service; and in case of your failure to appear or answer, judgment will be taken against you by default for the relief as demanded in the complaint. The nature of this action is negligence. The relief sought is damages. Upon your failure to appear, judgment will be taken against you by default together with the costs of this action.

Dated: January 10, 2020
Clifton, New Jersey



Daniel Zemel, Esq.

NJ ID#111402014

Nicholas Linker

NJ ID# 146732015

Zemel Law LLC

1373 Broad Street, Suite 203-C

Clifton, New Jersey 07032

T: (862) 227-3106

Attorneys for Plaintiff

TO: MIDLAND CREDIT MANAGEMENT, INC.
2365 Northside Drive – Suite 300
San Diego, CA 92108

Daniel Zemel ID# 111402014
Nicholas Linker ID # 146732015
Zemel Law LLC
1373 Broad Street, Suite 203-C
Clifton, NJ 07013
T: (862) 227-3106
dz@zemellawllc.com
nl@zemellawllc.com
Attorneys for Plaintiff

JUSTIN GRAVES, individually, and on behalf))	SUPERIOR COURT OF NEW JERSEY
of all other similarly situated consumers,)	LAW DIVISION
)	BERGEN COUNTY
Plaintiff,)	
)	CASE NO.:
vs.)	
)	CIVIL ACTION
MIDLAND CREDIT MANAGEMENT, INC.))	
)	CLASS ACTION COMPLAINT
Defendant.)	

Plaintiff, Justin Graves (hereinafter "Plaintiff"), individually, and on behalf of all other similarly situated consumers, by and through undersigned counsel, hereby alleges against Midland Credit Management, Inc. ("MCM") as follows:

PRELIMINARY STATEMENT

1. This is an action for damages arising from Defendants' violations of the Fair Debt Collections Practices Act, 15 U.S.C. §1692 *et seq.* (hereinafter "FDCPA").

JURISDICTION AND VENUE

2. Plaintiff is a New Jersey resident, and this cause of action arose in Bergen County, New Jersey. As such, this Court has jurisdiction and venue over this action pursuant to R. 4:3-2.

PARTIES

3. Plaintiff is a natural person, who at all relevant times has resided in Bergenfield, New Jersey and is a “consumer” as the phrase is defined and applied under 15 U.S.C. §1692(a) of the FDCPA.
4. Defendant Midland Credit Management, Inc. (“MCM”) is a corporation doing business in the state of New Jersey, with its corporate address as 2365 Northside Drive, Suite 300, San Diego, California 92108 and is a “debt collector” as the phrase is defined and applied under 15 U.S.C. §1692(a) of the FDCPA in that they regularly attempt to collect on debts primarily incurred for personal, family or household purposes.

FACTUAL STATEMENT

5. On or about November 21, 2018, Defendant MCM sent Plaintiff the letter attached as Exhibit A, presenting the “current balance” as \$790.11, for a personal credit card bill from Credit One Bank, N.A.
6. Said personal bill was a debt incurred for personal, family or household purposes and not for business purposes.
7. Exhibit A is false, deceptive, and misleading given Defendant MCM’s placement of ambiguous language and the resulting multiple interpretations of the letter that follow.
8. The collection letter states the following:

Congratulations! You have been pre-approved for a *discount program* designed to save you money. Act now to maximize your savings and put this debt behind you by calling (800) 282-2644. Pay online today at MCMPay.com.

9. Below this, Defendant MCM provides Plaintiff with three options for payment:

a. Option 1

i. 40% off

b. Option 2

i. 20% off

c. Option 3

i. Monthly payments as low as \$50 a month

10. The above language provided by MCM concerning Option 3 is ambiguous as to whether

this is a third settlement option or a path to full payment. Option 3 appears to be a discount option based on MCM's representations. However, Option 3 is in fact only a path to full payment.

11. Alternatively, the consumer would believe that Option 3 is a path to full payment.

However, Option 3 is in fact only a discount option.

12. This ambiguity is material because it directly affects the consumer's choice to pay the debt.

CLASS ACTION ALLEGATIONS

The Class

13. Plaintiff brings this as a class action pursuant to New Jersey Court Rule 4:32 on behalf of himself and all others similarly situated who have received similar debt collection letters from Defendant, which, as alleged herein, are in violation of the FDCPA.

14. Plaintiff seeks certification of the following class, initially defined as follows:

Class: All consumers with a New Jersey address that have received the same form letter as Exhibit A from Defendant MCM concerning debts for Credit One Bank, N.A., used primarily for personal, household, or family purposes within one year prior to the filing of this complaint.

15. Excluded from the Class is Defendant herein, and any person, firm, trust, corporation, or other entity related to or affiliated with the Defendant, including, without limitation, persons who are officers, directors, employees, associates or partners of the Defendant.

Numerosity

16. Upon information and belief, Defendant has sent collection letters in an attempt to collect a debt to hundreds if not thousands of consumers throughout New Jersey, each of which violates the FDCPA. The members of the Class, therefore, are believed to be so numerous that joinder of all members is impracticable.

17. The letters sent by the Defendant MCM, and received by the Class, are to be evaluated by the objective standard of the hypothetical "least sophisticated consumer."

18. The exact number and identities of the Class members are unknown at this time and can only be ascertained through discovery. Identification of the Class members is a matter capable of ministerial determination from Defendant's records.

Common Questions of Law and Fact

19. There are questions of law and fact common to the class that predominate over any questions affecting only individual Class members. These common questions of law and fact include, without limitation: (i) whether Defendant violated various provisions of the FDCPA; (ii) whether the Plaintiff and the Class have been injured by the conduct of Defendant MCM; (iii) whether the Plaintiff and the Class have sustained damages and are entitled to restitution as a result of Defendant MCM's wrongdoing and, if so, what is the

proper measure and appropriate statutory formula to be applied in determining such damages and restitution; and (iv) whether the Plaintiff and the Class are entitled to declaratory and/or injunctive relief.

Typicality

20. The Plaintiff's claims are typical of the claims of the class members. Plaintiff and all members of the Plaintiff's Class defined in this complaint have claims arising out of the Defendant's common uniform course of conduct complained of herein. Plaintiff's claims are typical of the claims of the Class, and Plaintiff has no interests adverse or antagonistic to the interests of other members of the Class.

Protecting the Interests of the Class Members

21. Plaintiff will fairly and adequately represent the Class members' interests, in that the Plaintiff's counsel is experienced and, further, anticipates no impediments in the pursuit and maintenance of the class action as sought herein.
22. Neither the Plaintiff nor his counsel have any interests, which might cause them not to vigorously pursue the instant class action lawsuit.

Proceeding Via Class Action is Superior and Advisable

23. A class action is superior to other methods for the fair and efficient adjudication of the claims herein asserted, this being specifically envisioned by Congress as a principal means of enforcing the FDCPA, as codified by 15 U.S.C. § 1692(k).
24. The members of the Class are generally unsophisticated individuals, whose rights will not be vindicated in the absence of a class action.
25. Prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications resulting in the establishment of inconsistent or varying standards for the parties.

26. A class action will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expense that numerous individual actions would engender. Class treatment also will permit the adjudication of relatively small claims by many Class members who could not otherwise afford to seek legal redress for the wrongs complained of herein.

27. Absent a class action, the Class members will continue to suffer losses borne from the Defendant's breaches of Class members' statutorily protected rights as well as monetary damages, thus allowing and enabling: (a) Defendant's conduct to proceed and; (b) Defendant to further enjoy the benefit of its ill-gotten gains.

Defendant MCM has acted, and will act, on grounds generally applicable to the entire Class, thereby making appropriate a final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

COUNT I
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. §1692 et seq.

28. Plaintiff repeats the allegations contained in the above paragraphs and incorporates them as if specifically set forth at length herein.

29. Defendant MCM's false and deceptive representations to Plaintiff violate the below provisions of the FDCPA.

30. Section 1692e provides:

§ 1692e. False or misleading representations

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt.

Without limiting the general application of the foregoing, the following conduct is a violation of this section: . . .

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

WHEREFORE, Plaintiff, Justin Graves, respectfully requests that this Court do the following for the benefit of Plaintiff:

- A. Certify the class described herein and appoint Plaintiff as Lead Plaintiff, and Plaintiff's Counsel as Lead Counsel;
- B. Enter judgment against Defendant for statutory damages pursuant to the FDCPA;
- C. Enter judgment for injunctive relief stopping Defendant from using letters similar to Exhibit A;
- D. Award costs and reasonable attorneys' fees;
- E. Grant such other and further relief as may be just and proper.

Dated: November 7, 2019
Clifton, New Jersey

JURY DEMAND

Plaintiff's do hereby pray and demand that this Court allow and permit a Jury Trial as to all legal and factual issues giving rise to the within complaint.



Daniel Zemel, Esq.
ATTORNEY FOR PLAINTIFF

DESIGNATION OF TRIAL COUNSEL

Plaintiff hereby designates Daniel Zemel as Trial Counsel pursuant to R. 4:25-4.



Daniel Zemel, Esq.
ATTORNEY FOR PLAINTIFF

CERTIFICATION PURSUANT TO R.4:5-1

The undersigned certifies that the matter in controversy is not the subject matter of any other action, and not the subject matter of any pending or anticipated arbitration proceeding, and that to the best of my knowledge all known parties have been joined as party litigants.

Additionally, I recognize the continuing obligation of each party to file and serve on all parties and the Court an amended certification if there is a change in the facts stated in this certification.



Daniel Zemel, Esq.
ATTORNEY FOR PLAINTIFF

CERTIFICATION PURSUANT TO R.1:38-7

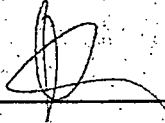
I Certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with R.1:38-7(a).



Daniel Zemel, Esq.
ATTORNEY FOR PLAINTIFF

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

Pursuant to R. 4:1-2 (b), demand is made that Defendant, disclose to Plaintiff's attorney, whether or not there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy part or all judgment which may be entered in this action or indemnify or reimburse for payment made to satisfy the judgment and provide Plaintiff's attorney with true copies of those insurance agreements or policies, including but not limited to, any and all declaration sheets. This demand shall include and cover only primary coverage, but also any and all excess, catastrophe and umbrella policies.



Daniel Zemel, Esq.
ATTORNEY FOR PLAINTIFF

Exhibit A



Midland Credit Management
2365 Northside Drive
Suite 300
San Diego, CA 92108

Document 1-1
16

Filed 02/14/20 Page 14 of 17

11-21-2018

Justin Graves
17 Howard Dr Apt A
Bergenfield, NJ 07621-4516

PTT149 001



Original Account Number	4447962354286993
MCMA Account Number	8580880852
Current Balance	\$790.11
Current Owner	Midland Funding LLC

You are pre-approved for a 40% discount!
Call (800) 321-3809

Choose The Option That Works For You

RE Credit One Bank, N.A.

Dear Justin,

Congratulations! You have been pre-approved for a discount program designed to save you money. Act now to maximize your savings and put this debt behind you by calling (800) 321-3809. Pay online today at MCMPay.com.

Option 1: 40% OFF

Payment Due Date: 12-21-2018

You Pay Only

\$474.07

Option 2: 20% OFF

First Payment Due Date: 12-21-2018

6 Monthly Payments of Only

\$105.35

Option 3: Monthly Payments As Low As:

Call today to discuss your options and get more details.

\$50 per month*

If these options don't work for you, call one of our Account Managers to help you set up a payment plan that does.

Sincerely,

Tim Bolin

Tim Bolin, Division Manager

Benefits of Paying

➤ Save up to \$316.04

➤ Offer Expiration date: 12-21-2018

CALL US TODAY!
(800) 321-3809

We are not obligated to renew any offers provided.

Hours of Operation
Sun-Th: 5am-9pm PT;
Fri-Sat: 5am-4:30pm PT;



(800) 321-3809



MCMPay.com



Midland Credit Management, Inc
P.O. Box 51319
Los Angeles, CA 90051-5619

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

Civil Case Information Statement

Case Details: BERGEN | Civil Part Docket# L-007822-19

Case Caption: GRAVES JUSTIN VS MIDLAND CREDIT

MANAGEMENT, IN

Case Initiation Date: 11/08/2019

Attorney Name: DANIEL ZEMEL

Firm Name: ZEMEL LAW

Address: 1373 BROAD ST., STE 203-C

CLIFTON NJ 07013

Phone: 8622273106

Name of Party: PLAINTIFF : GRAVES, JUSTIN

Name of Defendant's Primary Insurance Company

(if known): Unknown

Case Type: TORT-OTHER

Document Type: Complaint with Jury Demand

Jury Demand: YES - 12 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? YES **Title 59?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*


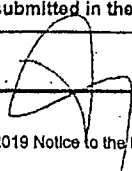
11/08/2019


Dated

/s/ DANIEL ZEMEL

Signed

Appendix XII-B1

	Civil Case Information Statement (CIS)		<small>For Use by Clerk's Office Only</small>	
	Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule</i> 4:5-1 Pleading will be rejected for filing, under <i>Rule</i> 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed		Payment type: <input type="checkbox"/> ck <input type="checkbox"/> cg <input type="checkbox"/> ca Chg/Ck Number: _____ Amount: _____ Overpayment: _____ Batch Number: _____	
	Attorney/Pro Se Name Daniel Zemel		Telephone Number (862) 227-3106	
	Firm Name (if applicable) Zemel Law, LLC		County of Venue Bergen	
Office Address 1373 Broad Street, Suite 203-C, Clifton, NJ 07013			Docket Number (when available) _____ Document Type Complaint Jury Demand <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Name of Party (e.g., John Doe, Plaintiff) Justin Graves		Caption JUSTIN GRAVES v. MIDLAND CREDIT MANAGEMENT, INC.		
Case Type Number (See reverse side for listing) 699 - Tort - Other		Is this a professional malpractice case? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If you have checked "Yes," see N.J.S.A. 2A:53A-27 and applicable case law regarding your obligation to file an affidavit of merit.		
Related Cases Pending? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If "Yes," list docket numbers _____		
Do you anticipate adding any parties (arising out of same transaction or occurrence)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Name of defendant's primary insurance company (if known) <input type="checkbox"/> None <input checked="" type="checkbox"/> Unknown		
The Information Provided on This Form Cannot be Introduced into Evidence.				
Case Characteristics for Purposes of Determining If Case is Appropriate for Mediation				
Do parties have a current, past or recurrent relationship? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If "Yes," is that relationship: <input type="checkbox"/> Employer/Employee <input type="checkbox"/> Friend/Neighbor <input type="checkbox"/> Other (explain) <input type="checkbox"/> Familial <input type="checkbox"/> Business		
Does the statute governing this case provide for payment of fees by the losing party? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition 				
Do you or your client need any disability accommodations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If yes, please identify the requested accommodation: _____		
Will an interpreter be needed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If yes, for what language? _____		
I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with <i>Rule</i> 1:38-7(b).				
Attorney Signature: 				

Side 2			
 <div> CIVIL CASE INFORMATION STATEMENT (CIS) Use for initial pleadings (not motions) under <i>Rule</i> 4:5-1 </div>			
CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)			
Track I - 150 days' discovery			
151	NAME CHANGE		
175	FORFEITURE		
302	TENANCY		
399	REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)		
602	BOOK ACCOUNT (debt collection matters only)		
605	OTHER INSURANCE CLAIM (including declaratory judgment actions)		
606	PIP COVERAGE		
610	UM or UIM CLAIM (coverage issues only)		
611	ACTION ON NEGOTIABLE INSTRUMENT		
612	LEMON LAW		
601	SUMMARY ACTION		
602	OPEN PUBLIC RECORDS ACT (summary action)		
999	OTHER (briefly describe nature of action)		
Track II - 300 days' discovery			
305	CONSTRUCTION		
509	EMPLOYMENT (other than CEPA or LAD)		
599	CONTRACT/COMMERCIAL TRANSACTION		
603N	AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)		
603Y	AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)		
605	PERSONAL INJURY		
610	AUTO NEGLIGENCE - PROPERTY DAMAGE		
621	UM or UIM CLAIM (includes bodily injury)		
699	TORT - OTHER		
Track III - 450 days' discovery			
005	CIVIL RIGHTS		
301	CONDEMNATION		
602	ASSAULT AND BATTERY		
604	MEDICAL MALPRACTICE		
606	PRODUCT LIABILITY		
607	PROFESSIONAL MALPRACTICE		
608	TOXIC TORT		
609	DEFAMATION		
616	WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES		
617	INVERSE CONDEMNATION		
618	LAW AGAINST DISCRIMINATION (LAD) CASES		
Track IV - Active Case Management by Individual Judge / 450 days' discovery			
156	ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION		
303	MT. LAUREL		
508	COMPLEX COMMERCIAL		
513	COMPLEX CONSTRUCTION		
614	INSURANCE FRAUD		
620	FALSE CLAIMS ACT		
701	ACTIONS IN LIEU OF PREROGATIVE WRITS		
Multicounty Litigation (Track IV)			
271	ACCUTANE/ISOTRETINOIN	297	MIRENA CONTRACEPTIVE DEVICE
274	RISPERDAL/SEROQUEL/ZYPREXA	299	OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR
281	BRISTOL-MYERS SQUIBB ENVIRONMENTAL	300	TALC-BASED BODY POWDERS
282	FOSAMAX	601	ASBESTOS
285	STRYKER TRIDENT HIP IMPLANTS	623	PROPECIA
286	LEVAQUIN	624	STRYKER LFIT CoCr V40 FEMORAL HEADS
289	REGLAN	625	FIREFIGHTER HEARING LOSS LITIGATION
291	PELVIC MESH/GYNECARE	626	ABILIFY
292	PELVIC MESH/BARD	627	PHYSIOMESH FLEXIBLE COMPOSITE MESH
293	DEPUY ASR HIP IMPLANT LITIGATION	628	TAXOTERE/DOCETAXEL
295	ALLODERM REGENERATIVE TISSUE MATRIX	629	ZOSTAVAX
296	STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS	630	PROCEED MESH/PATCH
If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."			
Please check off each applicable category <input checked="" type="checkbox"/> Putative Class Action <input type="checkbox"/> Title 59			